

656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312

James Kilgo, Director

Memorandum To: Interested Parties

From: James Kilgo

Director of Solid Waste, Rutherford County

Subject: Notice for Request for Proposals

To Provide Collection and Recycling Services for Used Motor Oil, Oil Filters, and Used Antifreeze

Date: May 18, 2015

I. Introduction

The County of Rutherford, North Carolina ("County") is requesting proposals from responsible firms capable of providing collection and recycling of used motor oil, used oil filters, and used antifreeze from select locations throughout Rutherford County, NC. The projected start date of the service contract will be August 1, 2015. The collection and recycling services will be managed by contract, and the initial term of the contract agreement will be one year, with a two additional renewal terms of one year each. Proposals are due Wednesday June 17, 2015 at 10:00 a.m. and must be submitted to Paula Roach Finance/Purchasing Director 289 N. Main St. Rutherfordton, N.C. 28139. Please label all proposals **OIL and ANTIFREEZE RECYCLING.**

II. Background and Program Data

The Rutherford County Solid Waste Department manages county-wide collection of used oil, oil filters, and antifreeze from public recycling drop-off sites and from our public maintenance facility. Used motor oil has been collected for nearly ten years, oil filters began to be collected in November of 1999. Antifreeze will be a new item the county will start to recycle therefore we do not have data for this item. Please see Attachments A, B, and C for collection locations and collection tank volumes. The following data table summarizes the amount of materials managed by these programs for the last 3 fiscal years (the Rutherford County Fiscal Year (FY) begins on July 1, and ends on June 30 of the following year).

	Used Motor Oil	Used Oil Filters (# of 55 gallon drums)	Antifreeze
	(gallons)		(gallons)
Fiscal Year 2010-2011	10,286	13	
Fiscal Year 2011-2012	10,036	10	
Fiscal Year 2012-2013	8,734	11	
Fiscal Year 2013-2014	7,791	11	



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312
James Kilgo, Director

Recently the Central Garage started changing the oil for the fleet of vehicles of Rutherford County and estimates to have approximately 200 gallons of waste oil a month.

County prefers to work with one vendor to manage all of the accepted materials, though if selecting different vendors to manage each material is determined to be in County's interest, then County may select different vendors to manage any combination of the materials bid as a part of this proposal.

III. Program Details and Other Requirements

The following sections describe the details of the collection of each item. For simplicity sake, the Vendor selected to perform the services is described as "Contractor."

<u>Used Motor Oil</u>: Used Motor Oil collection locations are listed on Attachment A. County shall provide and maintain in good repair and safe conditions tanks for collection of used motor oil and other acceptable fluids. County shall have sole ownership of the collection tanks. County controls access to the tanks such that motor oil and other acceptable fluids may be deposited only during the operating hours of the tank's location.

Contractor shall accept in the tanks for used motor oil the following fluids: used uncontaminated motor oil, kerosene, transmission fluid, power steering fluid, gear oil, hydraulic oil, diesel fuel, heating oil (fuel oils #2, and #4), and other uncontaminated fluids of its choosing. Uncontaminated motor oil shall be defined as motor oil with less than ten percent (10 %) water and/or antifreeze, and motor oil containing no chlorinated solvents; other potential contaminants shall be discussed between Contractor and County on a case-by-case basis.

Chlorinated solvents, carburetor cleaner, brake cleaner, transformer oils, parts cleaning solvents, paint, and paint thinner, gasoline or mixed gas, or other volatile flammable liquids or hazardous materials shall not be accepted in the used motor oil tanks.

Contractor shall schedule collection of motor oil and other acceptable fluids from the collection. Collections will be scheduled to take place every four (4) weeks, with no collection location going longer than five (5) weeks between collections. Once a collection schedule is established, Contractor shall notify County of collection schedule and shall not deviate from the agreed upon collection schedule by more than 48 hours without prior approval from County.

Contractor shall leave a manifest with the operator of the tank's location on the day of collection and provide monthly reports itemizing the amounts of oil collected from each site as requested by County.

Contractor will report contaminated tanks or tanks containing greater than 10% water to the County upon discovery of said contamination. County may then arrange for separate pumping of



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312
James Kilgo, Director

these affected tanks. If this service is provided by Contractor, Contractor may assess County a service charge, to be negotiated between County and Contractor.

<u>Used Oil Filters</u>: Used Oil Filter collection locations are listed on Attachment B. Used oil filters will be collected in fifty-five (55) gallon, Department of Transportation (DOT) approved, drums. Contractor will provide initial drums at each collection location. Contractor shall maintain in good repair and safe conditions the drums for collection of used oil filters. The contractor will, at its cost, provide an empty replacement drum for every drum of filters it collects. The empty replacement drum will be left at the time of collection of the drum containing filters in order to avoid a situation where there is no collection container at any collection site.

Contractor shall accept used oil filters of the type typically used on cars and trucks (including those used on larger trucks), used diesel fuel filters, and the residual fluids associated with said filters.

Collection of oil filters from those locations on Attachment B will take place on an "on call" basis. A representative of County will periodically notify Contractor of the sites needing collection. Contractor shall provide collection of used oil filters from the indicated collection locations within seven (7) business days of notification by County representative of need for collection.

Upon collection of oil filters, Contractor shall leave a manifest with the operator of the collection location on the day of collection.

<u>Antifreeze</u>: Used Antifreeze collection locations are listed on Attachment C. Contractor shall provide and maintain in good repair and safe conditions tanks for collection of antifreeze at each collection location. County shall control access to the antifreeze tanks such that antifreeze may be deposited only during the operating hours of the tank's location.

Contractor shall accept in the tanks for antifreeze the following fluids: ethylene glycol based antifreeze, propylene glycol based antifreeze, ethylene glycol based de-icers, and water. An inconsequential amount of motor oil occasionally associated with antifreeze is also acceptable in the antifreeze tank.

Motor oil (other than that described above), chlorinated solvents, flammable liquids, and other hazardous materials shall not be accepted in the antifreeze tanks.

As County cannot precisely judge citizen response to the newly established antifreeze recycling collection, County and Contractor agree to work together to determine the best schedule for collection of antifreeze.

If citizen response is strong, antifreeze shall be collected on a regular and reoccurring basis. In this case, collection shall take place based on the procedures established for the collection of used motor oil, with the exception being that the frequency of collection may be set at whatever time interval County and Contractor agree to be best (i.e. biweekly, monthly, every six weeks, etc.).



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312

James Kilgo, Director

If tanks prove to have adequate capacity to exceed one month without collection, then collection may be on an "on call" basis and shall follow the procedure established for oil filter collection.

Upon collection of antifreeze from sites listed on Attachment C, Contractor shall leave a manifest with the operator of the tank's location on the day of collection.

Contractor will report contaminated antifreeze tanks to the County upon discovery of said contamination. County may then arrange for separate pumping of these affected tanks.

The following sections describe in detail other requirements that must be met in order for Vendor to be selected as Contractor.

<u>Contract</u>: Services associated with this Request for Proposals performed shall be performed under and managed by a contract between selected Vendor and County. Exact terms and conditions of the Contract Agreement shall be negotiated between County and selected Vendor (Contractor). County expects, however, that the provisions that follow (Permits and Licenses, Compliance with Laws and Regulations, Safety, Insurance, and Indemnity) will be included in the Contract.

<u>Permits and Licenses</u>: Contractor, at its sole cost and expense, shall maintain throughout the course of providing service to County, all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein, including but not limited to the collection, hauling, and disposal or recycling of Used Motor Oil, Used Oil Filters, Used Antifreeze, and any other service provided under the terms of this agreement.

<u>Compliance with Laws and Regulations</u>: Contractor agrees that, in the operation and the performance of work and services associated with this proposal, Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to safety or the work and services described herein.

<u>Safety</u>: Contractor certifies that it has appropriate safety policies in effect, and that Contractor takes all reasonable and necessary measures to protect Contractor's employees and the citizens and environment of Rutherford County. Additionally, Contractor certifies that its employees are fully informed of said safety policies.

<u>Insurance</u>: Contractor shall obtain and maintain throughout the term of Agreement with County, at Contractor's sole cost and expense, not less than the insurance coverage set forth below:

(a) Workers' Compensation

Coverage A - Statutory

Coverage B - \$500,000



656 Laurel Hill Dr. PO Box 1957 Rutherfordton, NC 28139

Phone: 828.287.6125 Fax: 828.287.6312 James Kilgo, Director

(b) <u>Comprehensive Automobile Liability</u>

Bodily Injury - \$1,000,000 each person

- \$1,000,000 each accident

Property Damage - \$1,000,000 each accident

To include coverage for all owned non-owned, leased and hired automobiles.

(c) Bodily Injury - \$1,000,000 each occurrence

- \$1,000,000 aggregate

(d) Property Damage - \$1,000,000 each occurrence

- \$1,000,000 aggregate

The County of Rutherford is to be named as additional insured on the comprehensive general liability policy.

Current valid insurance policies meeting the requirements herein identified shall be maintained for the duration of the named project. There shall also be a 30-day advance notification to County in event of cancellation of coverage or modification of any stipulated insurance coverage. Language that limits the responsibility of the insurance company to provide such notice is not acceptable. Actual insurance policies or copies certified by an individual authorized by the insurance company meeting the required insurance provisions shall be forwarded to the County of Rutherford.

It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements as the general contractor.

<u>Indemnity</u>: Contractor agrees to defend, indemnify, and hold harmless County from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death, and property damage, including any environmental injury, to any person or persons caused in whole or in part by the negligence or willful misconduct of Contractor except to the extent same are caused by the negligence or misconduct by County.

IV. Contents of Proposals

For the ease of reference, each firm submitting a proposal is referred to as "Proposer." Please note that County is asking for two price quotes for each commodity, one to price services for the item as if the Proposer was servicing only that item and no other, and the second to price services as if the Proposer was servicing all items associated with this Request for Proposals (Oil, Oil Filters, and Antifreeze).

Proposals should provide the following information in the exact order in which it is listed

1. Provide cost paid by County or revenue paid to County for collection and processing of Used Motor Oil **only**. Be sure to clearly specify if amount is revenue or cost. If revenue is to be paid, provide value in dollars per gallon, if County is to pay for service, provide



Rutherford County Solid Waste 656 Laurel Hill Dr.

PO Box 1957 Rutherfordton, NC 28139 Phone: 828.287.6125 Fax: 828.287.6312 James Kilgo, Director

annual cost per site serviced. Example: revenue to be paid to County = \$0.10/gallon or cost for service = \$50.00/site/year.

- 2. Provide cost paid by County or revenue paid to County for collection and processing of Used Motor Oil **if Proposer is servicing all three materials**. Be sure to clearly specify if amount is revenue or cost. If revenue is to be paid, provide value in dollars per gallon, if County is to pay for service, provide annual cost per site serviced. Example: revenue to be paid to County = \$0.10/gallon or cost for service = \$50.00/site/year.
- 3. Provide cost paid by County for collection and recycling of **Uncrushed** Oil Filters in 55-gallon drums **only**. Provide price quote as cost per drum.
- 4. Provide cost paid by County for collection and recycling of **Uncrushed** Oil Filters in 55-gallon drums **if Proposer is servicing all three materials**. Provide price quote as cost per drum.
- 5. Provide cost, if any, to be paid by County for collection and processing of Used Antifreeze **only**. Provide price quote as **either** cost per site per year (flat fee) **or** as cost per gallon collected. Example: cost for providing collection of Used Antifreeze = \$50.00/site/year **or** cost for providing collection of antifreeze = \$0.20 per gallon collected.
- 6. Provide cost, if any, to be paid by County for collection and processing of Used Antifreeze **if Proposer is servicing all three materials**. Provide price quote as **either** cost per site per year (flat fee) **or** as cost per gallon collected. Example: cost for providing collection of Used Antifreeze = \$50.00/site/year **or** cost for providing collection of antifreeze = \$0.20 per gallon collected.
- 7. Provide a brief description of the anticipated end-use of the Used Motor Oil, and the name and location of final processor.
- 8. Provide a brief description of the anticipated end-use of the Used Oil Filters, and the name and location of final processor.
- 9. Provide a brief description of the anticipated end-use of the Antifreeze (be sure to specify if the materials is to be reused/recycled as antifreeze, or if another end-use is anticipated), and the name and location of final processor.
- 10. Provide the names and contact information for the individual(s) who will be considered the Project Manager(s) in responsible charge of the County's contract and for the individual(s) responsible for managing day-to-day collection functions for services to be provided to County.



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312

James Kilgo, Director

- 11. Provide name and telephone number for three (3) references. References must be from current projects similar in scope and size to the one contemplated by this Request for Proposals (RFP), and must be the current contact person familiar with the services presently provided by Proposer.
- 12. Provide a statement attesting that all portions of Section III of this RFP, Program Details and Other Requirements, are fully understood, and that Proposer is able to meet these provisions and that Proposer will sign a Contract Agreement to this extent. If Proposer is unable to attest to all provisions of Section III, please specify which provisions the Proposer must take exception to.
- 13. Provide pertinent State and Federal license / permit information for your company, and disposal/recycling facility(ies). Additionally, provide a listing of all warning notifications, violations, and/or citations received from pertinent Federal and/or State agencies for the past two years, this information must be included for your company, your hauler (if different from Proposer), storage facility (if different from Proposer), and disposal/recycling facility (if different from Proposer) with details explaining each.

V. Process and Basis for Selection

Based on the Proposals received, the County will select Vendor to provide these services within thirty (30) days of the deadline for the submittal of Proposals.

The deadline for the receipt of Proposals is Wednesday June 17, 2015 at 10:00 a.m.

Sealed Proposals are to be submitted to Paula Roach Finance/Purchasing 289 N. Main St. Rutherfordton, N.C. 28139. Please label all proposals **OIL and ANTIFREEZE RECYCLING**

The basis of selection will be as follows:

- 1. Cost of service/services to be provided;
- 2. Anticipated end-use of material (for example, County reserves the right to favor Proposers who intend to recycle Antifreeze over Proposers who process antifreeze for BTU value);
- 3. References;
- 4. Ability to meet requirements of Section III, Program Details and Other Requirements.; and
- 5. Required permits/licenses, notices of violation and warning.

VI. Attachments

Attachment A



656 Laurel Hill Dr. PO Box 1957 Rutherfordton, NC 28139

Phone: 828.287.6125 Fax: 828.287.6312 James Kilgo, Director

Attachment B Attachment C

Used Motor Oil Collection Locations	Tank Size
Avondale 2310 Ellenboro-Henrietta Road Henrietta, NC 28076	280 Gallon
Bills Creek 2130 Bills Creek Road Lake Lure, NC 28746	280 Gallon
Colfax 1676 US Hwy 74 Business Ellenboro, NC 28040	280 Gallon
Danieltown 1381 Bethany Church Road Forest City, NC 28043	280 Gallon
Gilkey 2489 US 221 North Rutherfordton, NC 28139	280 Gallon
Golden Valley 6075 Bostic-Sunshine Hwy Bostic, NC 28018	280 Gallon
Green Hill 204 Rainbow Rapids Road Rutherfordton, NC 28139	280 Gallon
Hollis 4480 Hollis Road Ellenboro, NC 28040	280 Gallon
Pea Ridge 3892 Pea Ridge Road Bostic, N.C. 28018	280 Gallon
Shiloh 152 Richland Drive	280 Gallon



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312
James Kilgo, Director

Forest City, N.C. 28139 Landfill

656 Laurel Hill Drive Rutherfordton, N.C. 28139 280 Gallon

Central Garage 174 Fairground Road Spindale, N.C. 28160 250 Gallon



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312
James Kilgo, Director

ATTACHMENT B

Anti-freeze Collection Locations

Avondale 2310 Ellenboro-Henrietta Road Henrietta, NC 28076

Bills Creek 2130 Bills Creek Road Lake Lure, NC 28746

Colfax 1676 US Hwy 74 Business Ellenboro, NC 28040

Danieltown 1381 Bethany Church Road Forest City, NC 28043

Gilkey 2489 US 221 North Rutherfordton, NC 28139

Green Hill 204 Rainbow Rapids Road Rutherfordton, NC 28139

Landfill 656 Laurel Hill Drive Rutherfordton, N.C. 28139

Central Garage 174 Fairground Rd. Spindale, N.C. 28160

Other sites will be added as grant funds become available to match all sites in ${\bf Attachment}~{\bf A}$ and ${\bf C}$



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312
James Kilgo, Director

ATTACHMENT C Oil Filter Collection Locations

Avondale 2310 Ellenboro-Henrietta Road Henrietta, NC 28076

Bills Creek 2130 Bills Creek Road Lake Lure, NC 28746

Colfax 1676 US Hwy 74 Business Ellenboro, NC 28040

Danieltown 1381 Bethany Church Road Forest City, NC 28043

Gilkey 2489 US 221 North Rutherfordton, NC 28139

Golden Valley 6075 Bostic-Sunshine Hwy Bostic, NC 28018

Green Hill 204 Rainbow Rapids Road Rutherfordton, NC 28139

Hollis 4480 Hollis Road Ellenboro, NC 28040

Pea Ridge 3892 Pea Ridge Road Bostic, N.C. 28018



656 Laurel Hill Dr.
PO Box 1957
Rutherfordton, NC 28139
Phone: 828.287.6125 Fax: 828.287.6312
James Kilgo, Director

Shiloh 152 Richland Drive Forest City, N.C. 28139

Landfill 656 Laurel Hill Drive Rutherfordton, N.C. 28139

Central Garage 174 Fairground Rd. Spindale, N.C. 28160